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plan documents for a complete description of benefits, coverage and limitations. If, during the term of this Agreement a change in insurance plans, coverage, level or type of benefits is necessary (including, for example, changes to deductibles and/or copayments) prior to the change being implemented, the City will provide notice to the Union and meet and confer with representatives of SEIU Local 715.

## 6.2 Medical Insurance

HMO Medical Plans—Effective August 1, 2002, the City shall pay the full employee only premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
НМО	90%*	10%*

<sup>\*</sup> Percentage contributions above are reflective of the formula described in the HMO paragraph above.

Non-HMO Medical Plans (PPO/POS)—Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent employees. In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

POS Plan—Effective the next open enrollment period, enrollment in this plan will be frozen. No new enrollments will be allowed into this plan. Those members who are enrolled in the Health Net POS with family coverage as of August 1, 2006 will receive a one-time, cash payment of One Thousand Dollars (\$1,000) on August 1, 2007. The City will cap the City portion of the premium paid for the POS plan at One Thousand Four Hundred Ninety-Seven and Seventy Cents (\$1,497.70) per month for existing active workers. Current retirees are not affected by this change.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

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#### ARTICLE 6-INSURANCE BENEFITS



## 6.1 Medical Insurance

HMO Medical Plans—Effective August 1, 2002, the City shall pay the full employee-only premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent full-time employees in accordance with the following schedule:

Plan		•	City Contribution			Employee Contribution		
НМО			-	•	90%*	<del></del>		10%*
	• •	•		•		<b>.</b>	•	

\* Percentage contributions above are reflective of the formula described in the HMO paragraph above.

Non-HMO Medical Plans (PPO/POS)—Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent employees. In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the averages of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

# Health Net - Point of Service Plan (POS)

During open enrollment in 2007, employees and retirees will have the option of the Health Net Point of Service (POS) Plan. Effective upon the completion of the 2007 medical open enrollment period, enrollment in the POS plan will be frozen. In subsequent open enrollment periods, employees who disenroll will not be allowed to return to the plan.

For employees choosing to remain in the POS plan after open enrollment in August 2007, the City's costs will be capped at \$1,497.70 per month. For those two employees currently enrolled in the POS family plan, the employer cost will be capped at \$1,497.70 per month

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or the PPO family rate, whichever is greater. This cap does not affect retirees prior to August 1, 2007.

# 6.2 Retiree Health

For those current employees hired prior to July 1, 2007, the City will pay a portion of the retirees' health care premiums (single only) as follows:

5<10 years		50%
10<15		65%
15+ years		85%

The vesting period is waived for employees with a work related disability retirement.

Employees hired on or after July 1, 2007 will make an election of either a Defined Contribution Plan or a Defined Benefit Plan for retirees' health benefits within 10 working days of date of hire. An employee hired on or after July 1, 2007 who does not make an initial election within 10 working days shall be enrolled in the Deferred Contribution Plan. After completion of one year of service an employee will have another opportunity to make an irrevocable election of either the Defined Contribution or Defined Benefit plan. Employees must make an election within 10 working days of his/her anniversary date. If an election is not made within this period of time, the employee's initial election at date of hire will remain status quo.

For those changing from a Defined Contribution to Defined Benefit plan, the funds contributed by the employer will revert back to the City.

For those changing from a Defined Benefit to Defined Contribution plan, employer contributions will be made from the date of hire of the employee.

# Details of the Defined Contribution Plan

- ICMA-RC or comparable Retirees Health Savings Account model in accordance with the IRS. No minimum period of service is required for participation.
- <u>Employer contributions for those employees hired on or after July 1, 2007 as follows:</u>

0-5 years \$200/month 6-10 years \$250/month 10+ years \$300/month

An employee would ascend to the next level tier after the completion of the  $5^{th}$  year and the  $10^{th}$  year of service.

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An employee whose work schedule has been adjusted in this manner shall report for work during any hours of their adjusted work schedule that he/she is not required to report to court as a juror. Excluding overtime, total hours worked between serving on a jury and in the workplace, Sunday through Saturday, shall not exceed forty (40) hours.

#### 7.13 Shift Trades

Shift trades will be authorized under the following conditions:

- 1. A shift trade is defined as two employees working a shift for each other in order to obtain time off during a specified shift.
- 2. The employees must be of the same classification; i.e., Police Officer, Records Specialist, etc.
- 3. Shift trades must be completed within two pay periods.

  Therefore, if one employee works for a second employee, the second employee must pay back that work time by working a shift for the first employee during the same or the next pay period.
- 4. Employees are responsible for notifying and obtaining approval for all shift trades from their supervisor(s) and providing appropriate documentation.
- 5. Employees are responsible for keeping track of their own shift trade obligations. Any employee who fails to meet their obligations will be subject to disciplinary action.
- 6. Shift trades for compensatory time (i.e., an employee gives their earned CTO hours to an employee in exchange for a shift trade) is not permitted.

#### 8.00

# Insurance

#### 8.01 Medical Benefits

During open enrollment in 2007, employees and retirees will have the option of the Health Net Point of Service (POS) Plan. Effective upon the completion of the 2007 medical open enrollment period, enrollments in the POS plan will be frozen. In subsequent open RA page 2

#### MOUNTAIN VIEW POA MEMORANDUM OF UNDERSTANDING

7/1/07 to 6/30/10

enrollment periods, employees who disenroll will not be allowed to return to the plan.

For employees choosing to remain in the POS plan after open enrollment in August 2007, the City's cost will be capped at \$1,497.70 per month. The cap does not affect retirees prior to August 1, 2007.

During the term of this contract, the City agrees to look at other options available to the City regarding medical benefits. The City will meet with the Association and discuss the other options.

During the term of the contract, the City will pay for the full employee-only premium for all full-time, permanent employees for any HMO plan offered by the City and selected by the employee.

Effective the first pay period beginning in April 2000, members will pay ten percent (10%) of the difference between the employee-only premium and two-party or family premium for dependent coverage for any plan offered by the City and selected by the employee.

Effective the first pay period beginning in August 2000, in addition to the cost to the employee for the HMO, any member selecting the City's non-HMO option will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department. During the term of this Agreement, the City shall provide a choice of medical plans: an HMO, a PPO and a private physician plan. The City reserves the right to select the plans to be provided.

The City agrees to participate in a committee to review plan design, including considering CalPERS coverage.

#### 8.02 Dental Benefits

The City pays one hundred percent (100%) of the employee-only premium. Employees will contribute fifteen (15%) of the total two-party or family dental premium.

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California or under any State law, the employee shall be granted leave of absence without loss of salary, hereinafter referred to as "4850 compensation leave," while such disability continues, but not exceeding one year for any injury or disability. "4850 compensation leave" shall be granted regardless of the accumulated sick leave balance credited to the employee and sick leave shall not be deducted from the employee's accumulated sick leave for each working day's absence so long as s/he is entitled to receive "4850 compensation leave."

Employees must provide a doctor's certificate to verify each absence on Workers' Compensation leave.

# 5.10 Maximum Number or Personnel on Leave

The total maximum number of personnel allowed off at the same time on vacation and floating holiday leaves shall be a maximum of four (4). The four personnel allowed off on leave may consist of any combination of up to three personnel on vacation and up to two personnel on floating holiday, with the total number of personnel on both leaves not to exceed four. For example, if three personnel have approved vacation, only one person on floating holiday will be allowed. If two personnel have approved floating holiday, only two personnel on vacation will be allowed.



#### Insurance

# 6.01 Medical

The City pays one hundred percent (100%) of the employee-only premium for all full-time, permanent employees for any HMO plan offered by the City and selected by the employee.

#### **HMO Medical Plans**

For HMO medical plans, the Members agree to pay ten percent (10%) of the difference between the employee-only premium and two-party or family premium for dependent coverage for any plan offered by the City and selected by the employee.

#### **NON-HMO Medical Plans**

Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage

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and the selected dependent coverage premium (two-party and family). In addition to the payment for dependent coverage, the employee will pay twenty percent (20%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premium at the same levels.

Effective August 1, 2002, employees selecting a non-HMO medical plan will pay ten percent (10%) of the differences between the single coverage and the selected dependent coverage premium (two-party and family). In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same level.

Effective August 1, 2007, enrollment in the Health Net Point of Service (POS) Plan is frozen. In subsequent open enrollment periods, employees and retirees who disenroll will not be allowed to return to the plan.

For employees choosing to remain in the POS plan after August 1, 2007, the City's costs will be capped at \$1,497.70 per month. The cap does not affect retirees prior to August 1, 2007.

Contact the Employee Services Department for current medical premium rates.

# 6.02 Dental

Effective the first pay period ending July 2007, employees will contribute twelve percent (12%) of the portion of premium for dental benefits attributable to dependent coverage. The City will pay one hundred percent (100%) of the employee only premium.

Contact the Employee Services Department for current dental premium rates.

#### 6.03 Retiree's Medical

All represented Fire personnel shall be included in the City's retiree's health program. The retirees monthly premium will be paid at 100 percent. Vesting requirements will be set uniformly at fifteen (15) years for all employees hired after July 1, 1989. Employees hired prior to that date will be subject to a ten (10) year vesting period. The vesting requirement will be waived for represented employees receiving a